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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF OREGON

**ROBERT LAVERNE BANKS,**

Plaintiff,

v.

**LEXISNEXIS SCREENING SOLUTIONS, INC.**  
formerly known as **CHOICEPOINT**  
**WORKPLACE SOLUTIONS, INC.**, a foreign  
corporation,

Defendant.

**CV 11-861 MO**

COMPLAINT

(Fair Credit Reporting Act)

Jury Trial Requested

1.

This court has jurisdiction under 15 U.S.C. §1681p.

2.

Plaintiff Robert LaVerne Banks ("plaintiff") is a consumer as defined by the Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681a(c).

3.

Defendant LexisNexis Screening Solutions, Inc. formerly known as ChoicePoint Workplace Solutions, Inc. ("ChoicePoint") is a consumer reporting agency as defined by FCRA, 15 U.S.C. §1681a(f).

#41679

4.

Plaintiff sought employment with ACS in Tualatin, Oregon. ACS offered plaintiff employment contingent on passing a background investigation.

5.

On or about July 31, 2009, plaintiff received a letter from ACS stating that it was rescinding the offer of employment because plaintiff did not pass the background investigation, based on a consumer report provided by ChoicePoint. Enclosed with the letter was the consumer report from ChoicePoint listing felony convictions and other criminal record data that did not belong to plaintiff.

6.

Plaintiff contacted ChoicePoint and disputed the false criminal record data it was reporting about him. ChoicePoint later told plaintiff that it had corrected the false information. ChoicePoint did not send plaintiff written results of the reinvestigations of his disputes or a consumer report based on the file as a result of the reinvestigations.

7.

ChoicePoint furnished a consumer report to ACS for employment purposes and included public record items likely to have an adverse effect upon plaintiff's ability to obtain employment. ChoicePoint did not follow reasonable procedures to assure the maximum possible accuracy of the information in the consumer report about plaintiff. ChoicePoint did not notify plaintiff of the fact that such public record information was being reported by ChoicePoint, together with the name and address of the person to whom such information was being reported, at the time ChoicePoint reported the public record information.

FIRST CLAIM FOR RELIEF

(Negligent Noncompliance with FCRA)

8.

Plaintiff realleges and incorporates paragraphs 1 through 7.

9.

ChoicePoint negligently failed to comply with the requirements of FCRA, including § 1681e(b), § 1681k(a) and § 1681i(a).

10.

As a result of ChoicePoint's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including lost employment, economic loss, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury.

11.

Plaintiff requests attorney fees pursuant to 15 U.S.C. §1681o(a).

SECOND CLAIM FOR RELIEF

(Willful Noncompliance with FCRA)

12.

Plaintiff realleges and incorporates paragraphs 1 through 7.

13.

ChoicePoint willfully failed to comply with the requirements of FCRA, including § 1681e(b), § 1681k(a) and § 1681i(a).

14.

As a result of ChoicePoint's failure to comply with the requirements of FCRA, plaintiff has suffered, and continues to suffer, actual damages, including lost employment, economic loss, damage to reputation, invasion of privacy, emotional distress and interference with plaintiff's

normal and usual activities for which plaintiff seeks damages in an amount to be determined by the jury. Plaintiff also seeks punitive damages in an amount to be determined by the jury.

15.

Plaintiff requests attorney fees pursuant to 15 U.S.C. § 1681n(a).

Plaintiff requests a jury trial on all claims.

Prayer

WHEREFORE, plaintiff prays for judgment against defendant as follows:

On the First Claim for Relief:

1. Actual damages to be determined by the jury; and
2. Attorney fees.

On the Second Claim for Relief:

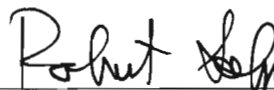
1. Actual damages to be determined by the jury;
2. Punitive damages to be determined by the jury; and
3. Attorney fees.

On All Claims for Relief:

1. Costs and expenses incurred in the action.

DATED this 18th day of July 2011.

Respectfully submitted,



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